अनुबंध|Contract

अनुबंध क्रमांक|Contract No: GEMC-511687758120594

अनुबंध तिथि|Contract Generated Date : 07-Feb-2024

संगठन विवरण|Organisation Details

प्ररूप|Type :	Central Autonomous
मंत्रालय|Ministry :	Ministry of Textiles
विभाग|Department :	NA
संगठन का नाम|Organisation Name :	National Institute of Fashion Technology (NIFT) Head Office New Delhi
कार्यालय क्षेत्र|Office Zone:	Nift Campus Near Gulmohar Park Hauzkhas, New Delhi 110016

खरीदार विवरण|Buyer Details

पद|Designation :	Purchase officer HO
संपर्क नंबर|Contact No. :	011-26542176-2176
ईमेल आईडी|Email ID :	buycon1.nift.del@gembuyer.in
जीएसटीआईएन|GSTIN :	07AAATN2067J1ZI
पता|Address :	NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NEAR GULMOHAR PARK,HAUZ KHAS, NEW DELHI 110016, SOUTH DELHI, DELHI-110016, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:	Director (Head Office)
वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval :	Director (F&A)

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:	PAO
भुगतान का तरीका| Payment Mode:	Offline
पद|Designation :	DY DIRECTOR Finance and Accounts
ईमेल आईडी|Email ID :	ddo1.nift.del@gembuyer.in
जीएसटीआईएन|GSTIN :	N
पता|Address:	NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NEAR GULMOHAR PARK,HAUZ KHAS, NEW DELHI 110016, South West delhi, DELHI-110016, India

परेषिती विवरण|Consignee Details

क्र.सं.|S.No	परेषिती नाम & पता|Consignee Name & Address	सेवा विवरण|Service Description
1	संपर्क|Contact : 011-26542176-2176 ईमेल आईडी|Email ID : buycon1.nift.del@gembuyer.in जीएसटीआईएन|GSTIN : 07AAATN2067J1ZI पता|Address : NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NEAR GULMOHAR PARK,HAUZ KHAS, NEW DELHI 110016, SOUTH DELHI, DELHI-110016, India	Paper-based Printing Services - Printing with Material; Book/Booklet; Digital

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रेता आईडी|GeM Seller ID :	A165180000117697
कंपनी का नाम|Company Name :	MAHARANA AND CO
संपर्क नंबर|Contact No. :	09811489304
ईमेल आईडी|Email ID :	maharanaandco@gmail.com
पता| Address :	611/9, Ground Floor,Adarsh Mohalla,Gali no. 13, Maujpur,Delhi, East Delhi, DELHI-110053, -
एमएसएमई पंजीकरण संख्या|MSME Registration number :	UDYAM-DL-05-0001452
एमएसई सामाजिक श्रेणी|MSE Social Category :	General
एमएसई लिंग श्रेणी|MSE Gender :	Male
जीएसटीआईएन|GSTIN:	07AKZPS1362C1ZU

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) |Service Start Date (latest by): 14-Feb-2024 **सेवा समाप्ति तिथि|Service End Date :** 22-Feb-2024

श्रेणी नाम|Category Name : Paper-based Printing Services

बिलिंग चक्र|Billing Cycle: weekly

विवरण|Description		Number of Copies	Price per page
Type of Printing	Printing with Material	50	9.6
Category of Printing	Book/Booklet		
Mode of Printing	Digital		
Single/ Double Sided	Double Sided (Both Sided – Front and Back)		
Colour of Printing	Front Multi-color Back Multi-color		
Printing Content	Text + Pictorial		
Paper Material	Art Paper		
Standards of Paper	Conformity to Indian Standard IS 1848		
Size of the Paper (in cm)	Metric Crown Quarto (18.9 x 24.6)		
Thickness of Paper in GSM	111-120 GSM		
Inserts	Not Required		

Number of languages of printing	Single
Language	English
Number of pages per Item	74

कुल राशि (सूत्र) |Total Amount (Formula) :
(Number of Copies*Price per page*Number of pages per Item)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	35520
विवरण जोड़ें|Add On Description	
Cover Page (Per Unit Price)	0
एडऑन मूल्य|Addon Value (Addon Price*Number of Copies)	0
Binding (Per Unit Price)	0
एडऑन मूल्य|Addon Value (Addon Price*Number of Copies)	0
Packaging Required (Per Unit Price)	0
एडऑन मूल्य|Addon Value (Addon Price*Number of Copies)	0
Additional Support (Per Unit Price)	0
एडऑन मूल्य|Addon Value (Addon Price*Number of Copies)	0
Finishing (Per Unit Price)	0
एडऑन मूल्य|Addon Value (Addon Price*Number of Copies)	0
Scanning (Per Unit Price)	0
एडऑन मूल्य|Addon Value (Addon Price*Number of Copies)	0
Security Features (Per Unit Price)	0
एडऑन मूल्य|Addon Value (Addon Price*Number of Copies)	0
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	35520.00

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)	**35520**

एसएलए विवरण|SLA Details

Special Terms and Conditions for Paper-Based Printing Service

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Printing Service provider. The purpose of this Agreement is to facilitate the implementation of Paper-Based Printing Services for the use of the Buyer or any other designated person/ representative of the Buyer. This Agreement outlines the Scope of Work, Buyer's Obligations, Special Terms and Conditions related to service delivery, and payment of services for mutual understanding of the Stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised Agreement mutually endorsed by the Stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by the following set of Terms and Conditions:

1. General terms and conditions for Services.
2. Service Specific STC of the Services contracts shall include the Service Level Agreement (SLA) for the Service.
3. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e., ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the Scope of Work and Service Level Agreement as enumerated in the document shall be construed to be part of the Agreement between Buyer and Service Provider.

2 Objectives and Goals

The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this Agreement are to:

1. Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties;
2. Present a clear, concise, and measurable description of services offered to the Buyer;
3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with the conditions specified.
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The Agreement can also be revised/ modified on mutual consent of the stakeholders.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer**: The buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed
2. **Service Provider**: The service provider is responsible to provide all the required services in a timely manner. The service provider may also include the seller, any authorized agents, assignees, successors, and nominees as described in the Agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4 Scope of Services

Paper-based Printing Service shall be provided end-to-end by the Service Provider along-with cost-effective solutions and services to print a wide variety of books, booklets, brochures, forms, envelopes, cards, note cards, flyers, posters, letterheads, forms, business cards, Diary, Planner, Desk Calendar, Wall Calendar, Poster Calendar, Bill Books and any other paper-based printing demand along with a complete customizing package.

The scope of the service requires the Vendor to provide Paper-based Printing Services to the Buyer as per the specifications stipulated by the Buyer.

4.1 Service Details and Standards

1. All the printed orders should be of the desired quantity. Any shortfall in numbers will attract a penalty.
2. The order should be aligned to the specifications chosen by the buyer. The quality of the material should not deviate from what is chosen by the buyer

4.2 Defined Timelines

1. Since timely delivery is the biggest essence of the contract, the Service Provider shall ensure that the order should be delivered as and when mentioned by the buyer.
2. Any kind of delay in the delivery of printed orders shall attract penalties.

4.3 Service Assumptions

1. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm, or corporation whatsoever.
2. The Service Provider at his/ her own cost will arrange all the equipment(s), materials (in case of printing with the material), and other things/ services, etc. necessary for printing depending on the type of printing (with or without material).

5 Service Provider's Obligation

1. The service provider shall ensure the level of service delivered is of the highest professional standard and shall ensure full compliance with the terms and conditions of the contract.
2. The Service Provider shall conduct printing activities and deliver printed material in accordance with the conditions of the Agreement at the time and place and in the manner as specified by the Buyer.
3. The Service Provider shall print, bind and deliver the work in clear and legible type, form and style and with other fit and proper material in a good and workmanlike manner, and by the process specified, and where a sample is supplied, in accordance therewith.
4. The awarded Service Provider shall deliver 3 (three) hard copies of the initial edited version of the compendium along with a soft copy in Word/PDF or any other preferred format for approval (stage one).
5. The Service Provider shall whenever called upon to do so, give full particulars, and information with regard to any work in hand and shall also permit an official deputed by the Buyer to inspect his printing premises at all required times. The Service Provider shall give assistance and information as may be required by him/ her in connection with any contract or contracts.
6. Page Design should be given by Service Provider based on the Buyer's requirement. The service provider shall provide a sample copy with the final page design to the Buyer before proceeding with the printing of the complete assignment. The service provider should clearly work as per detailed layout design, font size, style, color, alignment, spacing, pagination, etc.

6 Buyer's Obligations

1. The Buyer Department may choose to provide a specimen in the form of a hard or soft copy indicating the rough layout of tables/graphs/text matters/Photographs of Installations etc. to give an idea in general. This is, however, not to be treated as a sample.
2. The buyer will rigorously verify the materials (content etc) provided for printing for authenticity, clearness, and legibility, before handing them over to the service provider.
3. In case of printing only type of Service, Buyer should provide the required material to Service Provider well on time, to avoid the delay in the start of Printing Service.
4. Price Variation Clause: "It is advisable to include Price Variation Clause in the long-term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long-term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

Tracking of services ensures the quality of service delivery in a time-bound manner, effective service tracking helps in analyzing Service Provider's performance as well as the Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7.1 Logbook

1. The Service Provider shall maintain a log book which should be signed by the consignee to verify the materials delivered to the Buyer.
2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
3. Once the service provider updates the logbook online, the consignee shall either accept or reject these entries within the prescribed timelines. The buyer will also record any service non-delivery or non-performance issues, and subsequent penalties Failure to act on logbook entries updated by the service provider shall be deemed as accepted.
4. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this Agreement will be the Service Provider or a designated representative who shall be an employee of the Service Provider in an administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.

8 Deductions and Liquidity Damages

Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of contract and the Buyer shall have the right to immediately terminate the Agreement.

1. Cumulative penalties reach 10% of the Contract Value; and
2. Subcontracting or outsourcing of the contract/ Agreement, in part or whole.

Penalties shall be levied on the Service Provider, for the violation of the Service Level Agreement as mentioned below:

#	Nature of Default	Description of default	Deductions
1.	Defective/Damaged Goods		
	a. Defect/Damage of up to 25% of the order (by volume)	Any kind of damage/destruction of printed material and/or Damage of product during logistics, or defect in the product such as low quality of material/printing, error in content, printing not according to buyer's specifications: Improper logo/pictures/color shades/improper binding/finishing, etc.	i. 2% of the contract value
	b. Defect/Damage from 25%-50% of the order (by volume)		ii. 3% of the contract value
	c. Defect/Damage of more than 50% of the order.		iii. 4% of the contract value or option to terminate the contract.
2.	Delay in Delivery	Delay in delivery of the order or order not received at the desired location on time, as specified.	0.5% per week. Cumulative every week.
3.	Non-supply of complete order (Shortfall)	The quantity of order supplied is less than ordered.	
	a. Up to 25% of the order		a. 3% of the contract value
	b. from 25% - 50% of the order		b. 5% of the contract value
	c. more than 50% of the order		c. 7% of the contract value or option to terminate the contract

The maximum cumulative deductions on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for cancellation of the Agreement.

9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include the deduction of payment in case of faulty service.

Some notable points under payment terms are-

9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery. It shall be inclusive of all consumables required to provide the service.

9.2 Payment Cycle

1. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.

9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
2. All the deductions/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.

iii. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

10 Amendment of Contract

During the service delivery period, some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after the event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, the cause, evidence, and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations:* All statutory variations leading to an increase in the cost of the contract will be debited to the buyer accounts.
3. *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. However, the variation put together shall not reduce or exceed 25% of the contract value.

11 Termination of Contract

The Agreement shall come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including the notice period.
2. *Breach of contractual obligations:* Any incidents considered as a breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
3. *Breach of SLAs:* The contract may also be terminated if i)the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

12 Calculation Formula

Total Contract Value will be calculated as:

Total Contract Value = n * r * q, Where

n = No. of Pages per Item

r = Rate per Page

q = Quantity (No. of items)

Cost of Add-ons (if selected by the buyer in bid) will be added to the above values. Calculation of Add-Ons will be as per the below formula:

Add-Ons Value = (r1 + r2 + r3 + r4.....)*q

where r1, r2, r3, r4, etc. are the rates quoted by the service provider for all individual Add-On services,

and q = Quantity (No. of items)

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें|Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.